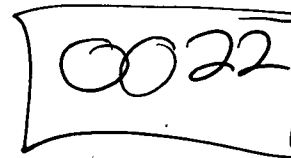


**LAKESIDE ESTATES  
CERTIFIED WATER OPERATOR CONTRACT  
2022**

**SECTION 1**

**PARTIES INVOLVED:**

Aberdeen Park, LLC.  
5005 Old Cedar Lake Rd.  
St. Louis Park, MN. 55416



Water District Maintenance, LLC  
PO Box 1451  
Aberdeen, SD. 57402-1451  
Certified Operator # 2353  
Water distribution class 1

**SECTION 2**

**SYSTEM DESCRIPTION:**

Bulk feed from Web Water  
Water storage tank -20,000 gal  
180 water service connections  
4 hydrants  
Isolation valves  
Main lines – PVC & Asbestos Cement  
2 - electric pumps

**SECTION 3**

**PURPOSE OF THE CONTRACT:**

The purpose of this contract is to maintain state compliance for Lakeside Estates water system, through the use of a certified contract operator. Contract Operator will be in direct responsible charge of all operations and maintenance of the water system.

## SECTION 4

### DUTIES OF THE CONTRACT OPERATOR:

- Collect and submit all water system samples
- Exercise all hydrants and valves
- Take chlorine residual measurements
- Maintain a chlorine level of at least 0.3 mg/l in all areas of the distribution system
- On-site for Environmental Protection Agency (EPA) inspections
- On-site for Department of Agriculture & Natural Resources (DANR) inspections
- Help keep operational and maintenance records of all water system activities
- Maintain efficient system operation and maintenance (on-going and preventative)
- Provide good safe working environment
- Analyze data to determine changes and improvements for more efficient operation
- Be available for emergency situations
  - Emergency situations evaluated and determined by operator
  - Operator may not respond in:
    - Event of severe weather
    - Cases of potential hazard to personal or equipment
- Supervise system personnel and their work activities
- Shall be on-site at least 1 day per week
- Shall maintain a valid operator certificate while this contract is in effect

## SECTION 5

### PAYMENT AMOUNT:

Contract payment is \$ 450.00

Payment date is the 5<sup>th</sup> of each month

### Extra hourly rates:

Service Technician \$95.00

On call – after 5:00 pm, on weekends, and Holidays \$142.50

The System is responsible for expenses incurred from:

Lab fees/Sample testing

Postal fees

Parts for inventory

Locating materials

Contract payment does not include unforeseen expenses the operator incurs due to:

Severe weather

Vandalism/Terrorism

Damages caused by system users

Failure to correct reported problems within a reasonable time frame

## SECTION 6

### DATES:

Contract starts at 12:00 am CST on 1/1/2022

Contract ends at 11:59 pm CST on 12/31/2022

## SECTION 7

### SIGNATURES OF ALL PARTIES INVOLVED:

#### System representatives

Position:

Name:

Signature:

Managing Partner

Kevin Wright

[Signature]

Managing Partner

C.T. Nibbe

[Signature]

#### Contract operator:

Position:

Name:

Signature:

Certified Operator

Andy Van Steenwyk

[Signature]

## SECTION 8

### INDEMNITIES:

This contract recognizes that unforeseen litigation is a possibility and may subject the Contract Operator to costs and expenses. The System will indemnify the Contract Operator, its' employees, and its' directors as to provide them with the maximum protection permitted by law.

The system will indemnify the Contract Operator if the Contract Operator was or is a party to or is threatened to be made a party to any proceeding due to the fact that the Contract Operator was or is acting as a servicing agent for the System against costs, expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred in connection with such a proceeding if the Contract Operator acted in good faith, in what the Contract Operator reasonably believed to be in the best interest of the System, or has no reason to believe the actions of the Contract Operator were unlawful. Any indemnification shall be made by the System upon determination that indemnification is proper in the given circumstance because the Contract Operator has met the applicable conditions.